

1 UNITED STATES DISTRICT COURT
2 DISTRICT OF PUERTO RICO
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JOSE M. FONT-DE-SANTIAGO,

Plaintiff,

v.

UNITED STATES OF AMERICA, et al.,

Defendants.

Civil No. 3:15-CV-03032 (JAF)

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6 **OPINION AND ORDER**

7 On or about May 13, 2015, plaintiff José M. Font-De-Santiago (“Font”) filed, pro
8 se, a civil complaint against several defendants, including the United States of America,
9 in the Court of First Instance, Superior Court of San Juan, alleging claims stemming from
10 defendants’ alleged failure to honor his winning bid to purchase the Hato Rey Psychiatric
11 Hospital at a bankruptcy auction held on July 15, 1996. (ECF No. 16-1.) On
12 December 7, 2015, defendants removed the action to this court under 28 U.S.C.
13 § 1442(a)(1). (ECF No. 1.) On January 7, 2016, defendants moved the court to dismiss
14 the complaint under Federal Rule of Civil Procedure 12(b)(1) and (b)(6). (ECF Nos. 12,
15 13, and 21.) As of the date of this order, Font has failed to object, or in any way respond,
16 to the motion to dismiss, thereby waiving any objection to the motion. *See* L.Cv.R. 7(b).

17 “We are required to construe liberally a pro se complaint,” but “pro se status does
18 not insulate a party from complying with procedural and substantive law.” *Ahmed v.*
19 *Rosenblatt*, 118 F.3d 886, 890 (1st Cir. 1997). The court has read the complaint in its
20 entirety and finds that defendants are correct to label it “convoluted,” “difficult to read,”
21 and “mak[ing] no sense at all.” (ECF Nos. 1 ¶ 1; 2 ¶ 2; 17 ¶ 6.) As best as we can tell,

1 the complaint alleges that defendants owe Font three billion dollars, plus seven-percent
2 interest, compounded monthly for the past twenty years, because they failed to honor his
3 aforementioned bid to purchase a hospital for fifty million dollars, which he was unable
4 to afford, but was planning to finance by acquiring a loan for the entire purchase price by
5 leveraging the hospital's assets, including its medical equipment and licenses. (ECF
6 No. 16-1 at 5-6, 10-11, 15.) Font brings this claim under "THE FIRST AMENDMENT
7 to the Constitution of the United States . . . and ALL CONSTITUTIONAL
8 AMENDMENTS THERETO." (ECF No. 16-1 at 3.) He primarily refers to the claim as
9 involving a breach of contract. Insofar as the complaint alleges other claims, they all
10 appear to be variations on this central claim. (*See* ECF No. 16-1.)

11 The court takes seriously any claim of injury. However, defendants persuasively
12 argue that Font's claims have, at best, a six-year statute of limitations, which expired
13 more than a decade ago. (ECF No. 12 at 13.) The complaint does not establish any basis
14 for tolling this limitations period. (*See* ECF No. 16-1.) Accordingly, Font's claims are
15 clearly time-barred.

16 In sum, the court hereby **GRANTS** the motion to dismiss, filed under ECF No. 12,
17 13, and 21, on the ground that the claims in the complaint are time-barred. Judgment to
18 be entered accordingly.

19 **IT IS SO ORDERED.**

20 San Juan, Puerto Rico, this 8th day of February, 2016.

21 S/José Antonio Fusté
22 JOSE ANTONIO FUSTE
23 U. S. DISTRICT JUDGE